

Chapman and Cutler LLP

Attorneys at Law • Focused on Finance

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April 28, 2011

RECORDATION NO. 20654 - F FILED

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

MAY 02 '11 -3 10 PM

SURFACE TRANSPORTATION BOARD

Re: BNSF Railway Company (BNSF 1997-B)
Termination Agreement

Dear Sir or Madam:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination Agreement (BNSF 1997-B) dated as of April 28, 2011 (the "*Termination Agreement*"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 20654.

The names and addresses of the parties to the enclosed document are as follows:

Lessee: BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131-2830

Lessor: Denver Locomotive Lease Co., Ltd.
c/o Babcock and Brown Aircraft Management LLC
525 Market Street, 33rd Floor
San Francisco, California 94105
Attention: General Counsel

2934505 01 06 B doc
1951136

Chapman and Cutler LLP

Indenture Trustee: Wells Fargo Bank Northwest, National Association
299 South Main Street
MAC: U1228-120
Salt Lake City, Utah 84111
Attention: Corporate Trust Services
(BNSF 1997-B)

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 20654, as such documents may have been supplemented, modified or amended.

A short summary of the document to appear in the index follows:

Termination Agreement (BNSF 1997-B).

A fee of forty-one dollars (\$41.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991.

Sincerely,

CHAPMAN AND CUTLER LLP

BY Michael D. Robson
Michael D. Robson

Enclosures

MAY 02 '11 -3 10 PM

**TERMINATION AGREEMENT
(BNSF 1997-B)****SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AGREEMENT (BNSF 1997-B) (the "*Termination Agreement*") is dated as of April 28, 2011 among Denver Locomotive Lease Co., Ltd., as lessor ("*Lessor*"), BNSF Railway Company (formerly known as The Burlington Northern and Santa Fe Railway Company), as lessee ("*Lessee*") and Wells Fargo Bank Northwest, National Association (successor-in-interest to First Security Bank, National Association), as indenture trustee ("*Indenture Trustee*").

1. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNSF 1997-B) dated as of April 28, 1997 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on April 25, 1997, at 11:30 A.M. under recordation number 20654 covering the locomotives described on Exhibit A attached hereto. Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (BNSF 1997-B) dated as of April 28, 1997 (as amended, supplemented and modified to date, the "*Indenture*") by which the Lessor granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture (or a memorandum thereof) was duly recorded with the Surface Transportation Board on April 25, 1997 at 11:30 A.M. under recordation number 20654-A.

3. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNSF 1997-B) dated as of April 28, 1997 (as amended, supplemented or modified to date, the "*Lease Supplement*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on April 25, 1997 at 11:30 A.M. under recordation number 20654-B.

4. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture Supplement (BNSF 1997-B) No. 1 dated April 28, 1997 (as amended, supplemented and modified to date, the "*Indenture Supplement*") by which the Lessor granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on April 25, 1997 at 11:30 A.M. under recordation number 20654-C.

5. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNSF 1997-B) dated as of April 28, 1997 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the

Lessor granted to the Lessee a security interest in certain railroad equipment. The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on April 25, 1997 at 11:35 A.M. under recordation number 20654-E.

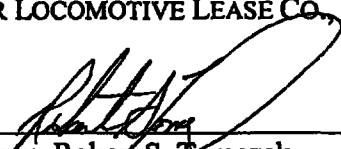
6. Each of the Lease, the Indenture, the Lease Supplement, the Indenture Supplement and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the units of railroad equipment subject thereto.

7. This Termination Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Indenture, the Lease Supplement, the Indenture Supplement or the Lessor Security Agreement, as applicable, which expressly survive this termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

DENVER LOCOMOTIVE LEASE CO., LTD.

By


Name: Robert S. Tomczak
Title: Director

BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)

By

Name: Todd J. Bailey
Title: Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Indenture Trustee

By


Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

DENVER LOCOMOTIVE LEASE CO., LTD.

By _____
Name:
Title:

BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)

By  _____
Name: Todd J. Bailey
Title: Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Indenture Trustee

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

DENVER LOCOMOTIVE LEASE CO., LTD.

By _____
Name:
Title:

BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)

By _____
Name: Todd J. Bailey
Title: Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Indenture Trustee

By Michael A. Arsenault
Name: Michael Arsenault
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Francisco

On April 28, 2011 before me, Yeerius Stermer, notary public

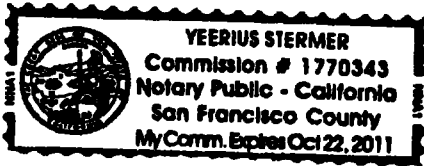
Date

Here Insert Name and Title of the Officer

personally appeared

Robert S. Tomczak

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Termination Agreement (BN SF 1977-B)

Document Date: April 28, 2011 Number of Pages 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer — Title(s) _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other _____

Signer Is Representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name _____

- ☐ Individual
- ☐ Corporate Officer — Title(s) _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other _____

Signer Is Representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF _____)
) SS:
COUNTY OF _____)

On this, the ____ day of April, 2011, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of DENVER LOCOMOTIVE LEASE CO., LTD., that said instrument was signed on April ____, 2011 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

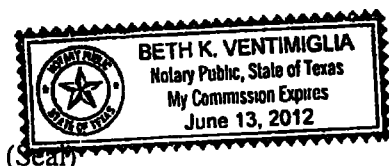
Name:
Notary Public
My Commission Expires:
Residing in _____

(Seal)

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this, the 15th day of April, 2011, before me, a Notary Public in and for said County and State, personally appeared Todd J. Bailey, who being by me duly sworn, says that he is the Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on April 15, 2011 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

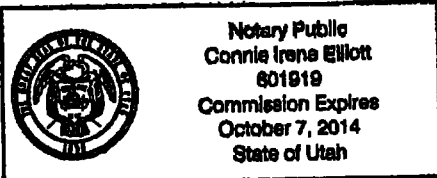



Beth K. Ventimiglia
Name: Beth K. Ventimiglia
Notary Public - State of Texas
My Commission Expires: 6/13/2012
Residing in Fort Worth, Texas

STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS.:

On this, the 7th day of April, 2011, before me, a Notary Public in and for said County and State, personally appeared Michael Arsenault, who being by me duly sworn, says that (s)he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on April 7, 2011 on behalf of said banking corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

(Seal) 


Name: Connie Elliott
Notary Public
My Commission Expires: 10/7/2014
Residing in Salt Lake City

DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	REPORTING MARKS
General Motors Corporation (Electro-Motive Division) Model SD70M-AC Diesel Electric Locomotives	7	BNSF 9793 through BNSF 9799, inclusive
General Electric Company Dash 9-44CW Diesel Electric Locomotives	17	BNSF 1082 through BNSF 1098, inclusive

EXHIBIT A
(to Termination Agreement)

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/2/11



Robert W. Alvord